

Proceedings
of the
County Board
of
McLean County,
Illinois

October 16, 2007

*Subject to approval at
November 20, 2007
County Board Meeting*



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October 16, 2007

The McLean County Board met on Tuesday, October 16, 2007 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

Invocation was given by Member Ahart and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Duane Moss, Robert Nuckolls, Benjamin Owens, Tari Renner, Paul Segobiano, David Selzer, Michael Sweeney, Cathy Ahart, Terry Baggett, Diane Bostic, William Caisley, Don Cavallini, Walter Clark, Rick Dean, George Gordon*, Ann Harding, and Matt Sorensen.

*Late

The following Members were absent:

Stan Hoselton, Bette Rackauskas, and John Butler

Consent Agenda:

Chairman Sorensen asked if there were any items to be removed from the Consent Agenda. Member Selzer requested a correction to item 6A be made.

Consent Agenda:

- A. Approval of the Proceedings of the County Board, September 18, 2007

- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Resolution & Letting Results from the September 26, 2007 Surplus Equipment Letting
 - 2) Request Approval of Resolution & Letting Results from the September 26, 2007 Gridley RD 2008 TBP Construction Section

- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval to Deny the application in case ZA-07-02 on part of parcel no. 35-11-200-005 for a map amendment to change the zoning classification from A-Agriculture District to M-2 General Manufacturing District on a 10 acre property which is located in Randolph Township immediately south of 100 North Road and approximately $\frac{3}{4}$ of a mile east of 1600 East Road

 - b) Request Approval of the application in case SU-07-12 for a special use to allow an Agricultural Processing Facility – Grain Handling – on a 3.2 acre property with a variance of the lot width requirement to allow the lot to have 254 feet of width rather than 300 feet of width as required in the Agriculture District for non residential lots; on property which is located in Lexington Township immediately north of 2250 North Road and approximately 660 feet east of 2800 East Road

 - 2) Subdivision Cases:
None

- D. Transfer Ordinances

- E. Other Resolutions, Contracts, Leases, Agreements, Motions
- 1) Executive Committee
 - a) Request Approval to Purchase Mobile Data Computers under the State of Illinois Central Management Services Contract – Information Services
 - 2) Property Committee
 - a) Request Approval of Lease Agreement between the County and the Regional Office of Education for McLean/DeWitt/Livingston Counties – Facilities Management
 - b) Request Approval of Lease Agreement between the County and the G.E.D. Adult Education Literacy Program – Facilities Management
 - c) Request Approval of Lease Agreement between the County and the YWCA of McLean County – Facilities Management
 - d) Request Approval of Lease Agreement between the County and Veterans Assistance Commission – Facilities Management
 - e) Request Approval of Lease Agreement between the County and the Children’s Advocacy Center – Facilities Management
 - 3) Finance Committee
 - a) Request Approval to Correct the Legal Description for Precinct 29, Normal Township – County Clerk’s Office
- F. Chairman’s Appointments with the Advice and Consent of the County Board:
- 1) REAPPOINTMENTS:

PARK LAWN CEMETERY ASSOCIATION
David Yoder
6746 Old Peoria Road
Danvers, IL 61732
(Six-year term to expire on November 1, 2013)

PLEASANT HILLS CEMETERY ASSOCIATION
Mr. Charles Brown
711 W. Main St.
Lexington, IL 61753
(Six-year term to expire on November 1, 2013)

PLEASANT HILLS CEMETERY ASSOCIATION

Ms. Renae Gustafson
23692 N. 2700 East Road
Lexington, IL 61753
(Six-year term to expire on November 1, 2013)

2) APPOINTMENTS:

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Mr. Jay D. Reece, LLC
Mueller and Reece, LLC
Attorneys at Law
202 North Center Street, Suite 1
Bloomington, IL 61701
(To complete a three-year term to expire December 31, 2007)

3) RESIGNATIONS

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Mr. Scott Lay
3012 Providence Drive
Bloomington, IL 61704

G. Approval of Resolutions of Congratulations and Commendation

McLean

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on October 2, 2007, for a letting held on September 25, 2007 for the sale of Surplus Equipment, and

WHEREAS, the Transportation Committee duly approved the bids on October 2, 2007,

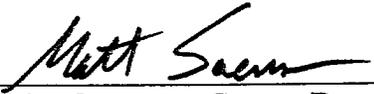
NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following:

David Myleraine, 1555 East Rd 2300 North, Piper City, IL 60959, was the successful bidder on the following items:

2001 Dodge Ram Extended Cab ½-Ton Short Bed
For the amount of.....\$ 3,000.00

1998 GMC C3500 Dump Truck
For the amount of.....\$ 4,000.00

Approved by the County Board on October 16, 2007



Matt Sorensen, County Board Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on October 16, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 16th day of October A.D., 2007.

[SEAL]



Peggy Ann Milton, McLean County Clerk

C. Clark

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY
FOR AWARD OF COUNTY PROJECT

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their Meeting on October 2, 2007, for a letting held on September 26, 2007 for the construction of one 2008 Township Bridge Program, and,

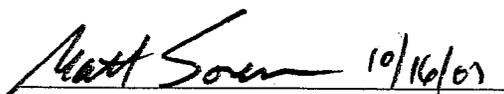
WHEREAS, the Transportation Committee duly approved the bids on October 2, 2007, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following project:

2008 TBP CONSTRUCTION SECTION:

Stark Excavating, Inc, 1805 W Washington St, Bloomington, IL 61701, was the successful bidder on the following section:

Gridley RD.....Sec 05-18130-00-BR – Schlipf Bridge.....\$ 217,819.45


Matt Sorensen, Chairman (date)

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on October 16, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 16th day of October A.D., 2007.

[SEAL}


Peggy Ann Milton, McLean County Clerk

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Entler Excavating Co. Inc., in case ZA-07-02 on part of parcel no. 35-11-200-005. They are requesting a map amendment to change the zoning classification from A-Agriculture District to M-2 General Manufacturing District on a 10 acre property which is part of the NE ¼ of Section 11, Township 21N, Range 2E of the 3rd P.M.; and is located in Randolph Township immediately south of 100 North Road and approximately ¾ of a mile east of 1600 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on May 1, May 23 and June 12, 2007 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and reported their findings and recommendation to the County Board. The County Board at their regular meeting on July 24, 2007 decided to send the case back to the Zoning Board of Appeals to obtain further information regarding standard numbers 3, 4, and 7 with respect to safety of the schools regarding adequate road access, adequate roads connected to the arterial highway and the public interest.

After due notice, as required by law, the Board of Appeals held a public hearing in this case regarding standard numbers 3, 4, and 7 with respect to safety of the schools regarding adequate road access, adequate roads connected to the arterial highway and the public interest on September 4 and September 11, 2007 and hereby report their findings of fact and their recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards 3, 4 and 7 listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

3. **Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification.** This standard is met. The property has 670 feet of frontage on the south side of 100 North Road. It appears that safe sight distance can be provided at this location. However, part of the road on which this property has frontage is an oil and chip road which will require upgrading; a road agreement with the township road commissioner will be obtained before an entrance permit is issued.
4. **Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. The property has road frontage on 100 North Road. 100 North Road connects to 1600 East Road which then connects to U.S. Route 136 which is an arterial highway and a Class II Road. The township roads from the subject property to U.S. Route 136 have been upgraded to an 80,000 pound road capacity and are maintained by the owners of the fuel depot to the north through an agreement with the Randolph Township Road Commissioner. The applicant has agreed to enter into a similar agreement with the Randolph Township Road Commissioner; and to upgrade the township road to the east property line of the subject property.

Several residents in Heyworth objected to the increased truck traffic on U.S. Route 136 through the Village of Heyworth and specifically regarding truck traffic and noise at the Heyworth Junior High and High Schools that are located along U.S. Route 136 in Heyworth. Residents indicated a concern for safety of children walking to school and crossing the state highway from the school to the tennis courts and basketball courts. An engineer testified that in the year 2005, the average daily traffic on U.S. Route 136 in Heyworth was 2,100 trips of which 500 were trips by trucks; he estimated that the average daily traffic has increased at this location since then.

7. **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is not met. The Mayor of Heyworth, the Heyworth Schools Superintendent, the Heyworth School Board President and many residents gave testimony that the increased truck traffic past the public schools in Heyworth generated by the development of this property would be a significant safety problem; they objected to the application. Testimony was presented that there is not a marked school speed zone nor any flashing lights warning of a school crossing along U.S. Route 136 in front of the Junior High School and the High School, that 90% of the students travel along U.S. Route 136, and that the schools have an open lunch policy that allows students to leave the school during lunch time. Many students travel across the highway to a restaurant for lunch. Testimony was presented that the Heyworth School District has applied for a "Safe Route to Schools" grant and is working on a safety plan with the Village of Heyworth.

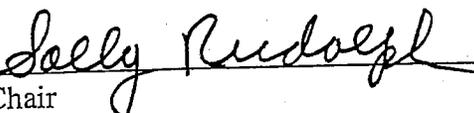
The Zoning Board found that highway safety at the schools could be improved if a 20 miles per hour school speed zone was established in cooperation with the Illinois Department of Transportation. They also found that safety could be improved by not having an open lunch policy.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested does not meet all of the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is not in the public interest.

Therefore, the Zoning Board of Appeals hereby recommends denial of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of M-2 General Manufacturing District.

ROLL CALL VOTE - The roll call vote was five members for the motion to recommend denial, no members were opposed and Members Finnigan and Judd were absent.

Respectfully submitted this 11th day of September 2007, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Drake Zimmerman
Joe Elble
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Mark Freed in case SU-07-12, parcel no. (20) 09-23-100-004. He is requesting a special use to allow an Agricultural Processing Facility – Grain Handling – on a 3.2 acre property with a variance of the lot width requirement to allow the lot to have 254 feet of width rather than 300 feet of width as required in the Agriculture District for non residential lots; on property which is part of the NW ¼ of Section 23, Township 25N, Range 5E of the 3rd P.M., and is located in Lexington Township immediately north of 2250 North Road and approximately 660 feet east of 2800 East Road.

PHYSICAL LAYOUT – The 3.2 acre property is occupied by a machine shed and grain bins. The property has 254 feet of frontage on the north side of 2250 North Road which is an oil and chip road 17 feet in width. The property is relatively flat and drains to the west.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the Agriculture District that is used for crop production.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. This 3.2 acre tract was previously part of a forty acre tract that contained a farm dwelling, which was torn down in the late 1990's. The farm buildings remained on the forty acre tract until 2004, when they were improperly set aside on this 3.2 acre tract. The Zoning Ordinance allows farm buildings that are accessory to a single family dwelling on small tracts, or on large farm tracts with over forty acres of tillable land. This 3.2 acre tract is also substandard in width, standard lots have 300 feet of width when the principle use is not a single family residence; and this lot is 254 feet in width. The lot provides enough width in order for the proposed building to meet the 30 foot side yard setback requirement. The applicant purchased the property in 2004 and is now proposing to build a grain storage building that will be used to store and dry grain. The applicant farms approximately 3000 acres in the general area of this site.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. Nearby property that is currently in crop production, will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has 254 feet of frontage on the north side of 2250 North Road.

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. This standard is met. It appears that safe sight distance can be provided for at the existing entrance. The applicant has obtained an entrance permit from the Lexington Township Road Commissioner for the proposed use.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District. This standard is met.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District. This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends that a special use be granted on the property described above to allow an Agricultural Processing Facility – Grain Handling – on a 3.2 acre property with a variance of the lot width requirement to allow the lot to have 254 feet of width rather than 300 feet of width as required in the Agriculture District for non residential lots, provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member Finnigan was absent.

Respectfully submitted this 2nd day of October 2007, McLean County Zoning Board of Appeals

Sally Rudolph

Chair

Sally Rudolph, Chair
Drake Zimmerman
Joe Elble
Jerry Hoffman
Michael Kuritz
Mark Judd

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2007
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr/>					
Finance Committee					
	FUND 0001 DEPARTMENT 0004 COUNTY TREASURER PGM 0004 FINANCIAL MANAGEMENT				
0621 0001	NON-MAJOR EQUIPMENT	1,380.00		0832 0001 PUR.FURNISHINGS/OFF.EQUI	1,380.00-
		1,380.00			1,380.00-
		=====			=====
Justice Committee					
	FUND 0001 DEPARTMENT 0031 CORONER PGM 0038 INVESTIGATIONS & INQUESTS				
0607 0001	FOOD	600.00		0601 0001 CLOTHING/EMPLOYEES	350.00-
				0629 0001 LETTERHEAD/PRINTED FORMS	250.00-
		600.00			600.00-
		=====			=====
Property Committee					
	FUND 0001 DEPARTMENT 0040 PARKS & RECREATION PGM 0042 PARK OPERATIONS				
0742 0001	VEHICLE MAINT. REPAIR	10,000.00			
0750 0001	EQUIPMENT MAINT. CONTRACT	1,000.00			
0763 0001	LABORATORY SERVICE	1,000.00			
0795 0005	DATA COMMUNICATIONS (T-1)	2,000.00			
	FUND 0001 DEPARTMENT 0040 PARKS & RECREATION PGM 0043 RECREATIONAL SERVICES				
0773 0001	NON-CONTRACTUAL SERVICES	1,700.00		0625 0001 BLDG/GROUNDS/EQUIP.MAINT	14,000.00-
0790 0004	EQUIPMENT RENTAL	1,000.00			
	FUND 0001 DEPARTMENT 0040 PARKS & RECREATION PGM 0042 PARK OPERATIONS				
				0608 0001 GASOLINE/OIL/DIESEL FUEL	2,700.00-
		16,700.00			16,700.00-
		=====			=====
Executive Committee					
	FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES PGM 0047 DATA PROCESSING				
0706 0001	CONTRACT SERVICES	30,000.00			
0750 0004	SOFTWARE LICENSE AGREE	20,000.00		0833 0002 PURCHASE/COMPUTER EQUIP.	50,000.00-
		50,000.00			50,000.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 16TH DAY OF OCTOBER , 2007



CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:



COUNTY CLERK, MCLEAN COUNTY



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
115 E. Washington P.O. Box 2400
Bloomington, Illinois 61702-2400

Matt Sorensen
Chairman

October 11, 2007

To the Honorable Chairman and Members of the McLean County Board:

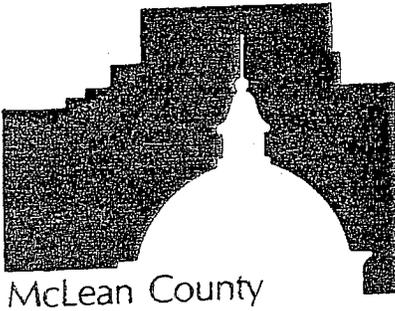
Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the request received from the Director of Information Service to purchase fourteen (14) mobile data computers and the mounting hardware under the State of Illinois Central Management Services bid award contract for the Sheriff's Department. Pursuant to the adopted County Purchasing and Contract Ordinance, the County Board may purchase items through the State of Illinois Central Management Services Purchasing System without requesting formal quotations and/or competitive bids.

Funding for the purchase of the mobile data computers and the mounting hardware for the Sheriff's Department has been appropriated in the fiscal year 2007 adopted budget of the Information Services Department

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLean County Board

District #1 Stan Hoselton Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Walter D. Clark William T. Caisley	District #7 John A. Buller Bette Rackauskas	District #9 Cathy Ahart Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Moss	District #6 George J. Gordon David F. Selzer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

**Request for Approval
To Purchase Mobile Data Computers
Under Illinois State Contract**

October 1, 2007

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

I respectfully request permission to purchase personal computers under the State of Illinois contract established between CMS (The State of Illinois Central Management Services) and CDS Office Technologies.

McLean County purchasing policy 17.58 states "If, in the opinion of the Department Head and/or County Administrator and with the approval of the Board Oversight Committee, it is advantageous to McLean County to purchase items through the State of Illinois Purchasing System, as provided in 30 ILCS-500, the Department Head then shall not be required to request quotations for items with a cost in excess of \$1000 or more or to request competitive bids for items with a cost in excess of \$20,000". As a CMS Contract, the pricing has already been through the formal bid process by the State of Illinois, which awarded the contract to CDS Office Technologies under contract TVCS-04-03 (attached).

This purchase will provide for 14 Mobile Data Computers and mounting hardware for the Sheriff's fleet. The current Mobile Data Computers are in poor shape and out of warranty. The basic configuration of the unit being purchased is a Panasonic Toughbook, 1.66 GHz, with 2 GB of RAM, 80 GB hard drive, Wireless & Bluetooth with CDMA data capabilities.

A pricing summary follows:

Item	Cost	Units	Extended
Panasonic Toughbook	\$4,406	14	\$61,684
LedCo Docking Station	\$950	14	\$13,300
12-Volt Charge Guards	\$75	14	\$1,050
Roof Mount Antennas	\$45	14	\$630
LedCo Sidewinder Mounts	\$360	*13	\$4,680
5" Mounting Tubes	\$145	**7	\$1,015
Portable DVD/CD Combo Drives	\$245	2	\$490
Total			\$82,849

*One Mount not needed for Ford Expedition
**Only needed for new vehicles

This purchase is part of the FY 2007 Approved Budget.

Information Technologies respectfully requests permission to purchase these personal computers using the State of Illinois CMS Contract.

Respectfully submitted,

Craig Nelson

Craig Nelson
Director, Information Technologies



STATE OF ILLINOIS CONTRACT APPROVAL SHEET

Total Value for Maximum Length of Contract

Request ID: 07-00000019012
 Agency: CMS-Central Management Services
 Requester Name: Tiffany Power
 Proc. Approach: Amendment/Changes
 No. of Renewals: 1

Project Title: AMENDMENT TO CDS MASTER CONTRACT
 Relevant Category: Telecom
 Contract Type: Master Contract
 Initial Term: 07/01/2006 thru 06/30/2007
 Initial Est Value: 0.00
 Total Award Value: 0.00
 Vendor: CDS

Contract Number: CMC70437000
 Appropriation Code/Funding Source: _____

Objective:

This amendment to the existing IWIN Equipment Master w/ CDS Office Technologies will allow Agencies to purchase updated equipment with enhanced pricing to the State. The amendment will extend equipment cost savings to state and local government agencies and update the existing contract vehicle for ordering the latest IWIN-compatible equipment offerings

Select Vendors

_____ REVIEWED BY (TITLE)	_____ SIGNATURE	_____ DATE
_____ REVIEWED BY (TITLE)	_____ SIGNATURE	_____ DATE
_____ Lead Agency Program Manager*** TITLE	_____ SIGNATURE <i>[Signature]</i>	_____ DATE <u>08/2/06</u>
_____ CMS Legal <i>[Signature]</i> TITLE	_____ SIGNATURE <i>[Signature]</i>	_____ DATE <u>08/08/2006</u>
_____ CMS SSM or Designee TITLE	_____ SIGNATURE <i>[Signature]</i>	_____ DATE

Administer Contracts

_____ CMS SSM or Designee TITLE	_____ SIGNATURE <i>[Signature]</i>	_____ DATE <u>08/08/2006</u>
---------------------------------------	---------------------------------------	---------------------------------

*Only required if a sole source or brand name procurement
 **Signature not required if no change to a standard terms and conditions; no exceptions or rejections
 ***Electronic approval (i.e. e-mail) can be used in lieu of a signature.

08/01/2006
Master Contracts <\$100,000

AMENDMENT

The undersigned AGENCY and VENDOR (the PARTIES) agree that the following shall amend the CONTRACT referenced herein. All terms and conditions set forth in the original contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this AMENDMENT shall prevail.

- 1. CONTRACT DESCRIPTION (Including Purchase Order or Contract Number):
This amendment is to be an addendum to contract # TCVS0403 which provides equipment and supplies to the State of Illinois for the I.W.I.N. Network.

- 2. DESCRIPTION OF AMENDMENT (Check all that apply, complete blanks and explain as necessary):

a. the completion date will be extended, shortened or remain the same.

Original completion date: _____

Revised completion date: _____

b. the method of determining compensation (e.g., hourly rate, fixed fee, etc.) will stay the same or change as follows:

c. the cost will be increased, decreased or remain the same.

Original cost: _____

Amount of change: _____

Revised cost: _____

d. the supplies or services to be provided will stay the same or be changed as follows:
The contract shall be amended to include the attached Supplemental Addendum as submitted to Central Management Services by CDS Office Systems d.b.a. CDS Office Technologies.

- 3. EFFECTIVE DATE OF AMENDMENT:

This amendment shall take effect immediately upon being signed by the interested parties.

- 4. ATTACHMENTS AND INCORPORATIONS: _____ (check if none)
ADDENDUM 1, ADDENDUM 2, AND SUPPLEMENTAL ADDENDUM (CONTRACT #TCVS-0403)

5. WHY IS CHANGE NEEDED? (Check all that apply and explain.)
- a. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed.
 - b. The change is germane to the original contract as signed.
 - c. The change order is in the best interest of the State and authorized by law?

6. WHAT PROVISION OF THE CONTRACT, PROCUREMENT CODE OR OTHER LAW AUTHORIZED THIS CHANGE?

Section 3.1 H of the contract allows for equivalent or better product if an item becomes discontinued.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, the AGENCY and the VENDOR have caused this AMENDMENT to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR CDS Office Systems d.b.a. CDS Office Technologies AGENCY Central Management Services

Name CDS OFFICE TECHNOLOGIES
 Signature Ronald S. Clark
 Printed Name RONALD S. CLARK
 Title COMPUTER DIVISION MANAGER
 Date 5/16/06

Name _____
 Signature _____
 Printed Name _____
 Title _____
 Date _____

ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Name: Paul Campbell PAUL CAMPBELL
 Title: DIRECTOR DIEGO ESTRELLA
 Date: 08/08/2006 DIEGO ESTRELLA
 BOSSAY SSM

STATE USE ONLY
 Source Selection: IFB (including Multi-step) _____ RFP _____ RFP/P&A _____ Small _____ Sole Source _____ Emergency _____
 Exempt from Code _____ (describe) _____
 Approvals if required
 Chief Executive Officer _____ Date _____
 Chief Legal Counsel _____ Date: _____
 Chief Fiscal Officer _____ Date: _____
 Other _____ Date: _____

ADDENDUM 1 (CONTRACT #TCVS-0403)

ITEM	Item Replacing	Unit Price	
Panasonic CF29 Centrino Pentium M processor 1.3 GHZ, 13.3" touchscreen, 256mb Ram, 40 GB hard drive, 56 k flash LAN Card, floppy disk drive, Intel wireless LAN 802.11 b+g, integrated 1xRTT modem, integrated GPS, backlit keyboard, integrated multiband antenna, windows XP	Panasonic CF28	\$5,924.00	PRICE REDUCED IN ADDENDUM 2
Panasonic CF29 Bundle as listed above plus the following items: integrated 1xRTT modem, integrated GPS, backlit keyboard, battery charger w/ AC adapter, additional serial ports, integrated combo drive DVD-ROM/CD-RW, integrated 1.44 mb floppy drive, external mouse, carrying case, 3 year warranty, battery upgrade to 3 year warranty, all necessary cables and Windows XP	Panasonic CF28 Mobile Data Computer Bundle	\$5,504.00	PRICE REDUCED IN ADDENDUM 2
Retrofit kit for CF27 to CF29		\$20.00	OK
Screen stiffener bracket for upgrade from CF27 to CF29		\$17.00	OK
Screen stiffener bracket for upgrade from CF28 to CF29		\$17.00	OK
Upgrade CF27 single antenna pass-thru on dock to CF29 dual high gain antenna pass-thru		\$295.00	OK
GPS re-radiator		\$75.00	ON FCC HOLD
Internal Smart Power Supply (80 watt)		\$85.00	OK

CDS OFFICE TECH
ADDENDUM 2 (CONTRACT #10V5-U4UJ)

CF-18FHAZXBM	PENTIUM M 1.1 GHz (CENTRINO), 10.4" TOUCH SCREEN HI-BRIGHT TRANSMISSIVE SCREEN XGA, 40GB, 256MB, INTEL 802.11a+b+g WLAN, DUAL PASS THROUGH ANTENNA, WIN XP, SP2	2,841.00	OK
CF-18FDAZXVM	PENTIUM M 1.1 GHz (CENTRINO), 10.4" XGA TRANSMISSIVE WITH DIGITIZER, 40GB, 256MB, INTEL 802.11 a+b+g WLAN, DUAL PASS THROUGH ANTENNA, WIN XP, TABLET 2005	3,012.00	OK
	OPTIONS	244.00	OK
	Backlit Keyboard	739.00	OK
	CDMA	886.00	OK
	CDMA Retrofit	398.00	OK
	GPS	455.00	OK
	GPS Retrofit	170.00	OK
	Bluetooth	228.00	OK
	Bluetooth Retrofit		
CF-18DCAMCMM	PENTIUM M 733 1.1 GHz (CENTRINO), 10.4" XGA TRANSMISSIVE WITH DIGITIZER, 40GB, 256MB, INTEL 802.11 a+b+g, DUAL PASS THROUGH ANTENNA, WIN XP TABLET 2005, GPS, BACKLIT KEYBOARD, VERIZON EVDO, BLUETOOTH	\$4,553.00	OK
CF-VDWD7RFHM	MDWD WITH EXPANSION BASE WITH FINGER PRINT SCANNER & MAGNETIC STRIPE READER	\$1,934.00	OK
CF-WMBA30258	256MB MEMORY	\$83.00	DISCONTINUED
CF-VZSU30U	LITHIUM ION BATTERY PACK	\$208.00	OK
CF-VPF08U	10.4 PROTECTIVE FILM FOR CF-18 MK2	\$64.00	OK
CF-VNP005U	TABLET LARGE STYLIST PEN (FOR DIGITIZER) must be ordered in qty of (10)	\$29.00	OK
CF-VCBTB1U	BATTERY CHARGER FOR ADDITIONAL BATTERY	\$180.00	OK
CF-FM18	FIELDMATE ALWAYS ON CASE FOR CF-18	\$73.00	OK
CF-29ENP07KM **CHICAGO PD MODEL**	PENTIUM M 1.4 G LV (CENTRINO), 13.3 TRANSMISSIVE TOUCH SCREEN XGA, 512MB, 60GB, WLAN 802.11 a+b+g, WIN XP, BACKLIT KEYBOARD, DUAL CONNECTOR, CDMA (VERIZON), PRIVATE DATA TAC RD-LAP READY, HDD DOOR WITH SECURITY SCREWS	\$5,368.00	OK
	OPTIONS	244.00	OK
	Backlit Keyboard	739.00	OK
	CDMA	886.00	OK
	CDMA Retrofit	398.00	OK
	GPS	455.00	OK
	GPS Retrofit	170.00	OK
	Bluetooth	228.00	OK
	Bluetooth Retrofit		
CF-VDR282U	DVD-ROM & CD-R/RW drive Pack for CF-29/29 (Multi-media bay)	330.00	DISCONTINUED
CF-VDM292U	DVD MULTI DRIVE - DVD-RW / DVD-RAM	\$620.00	PRICE REDUCED \$548.00
CF-VDR291U	DVD MULTI DRIVE - DVD-RW / DVD-RAM	\$930.00	OK
BMLPVD8800/1900	CD-RW/DVD-ROM COMBO DRIVE	\$29.00	OK
WMLPVD8800/1900	DUAL BAND LO-PROFILE ANTENNA BLACK OVER BLACK	\$29.00	OK
BMLPVD8800/1900S	DUAL BAND BLACK OVER BLACK	\$29.00	OK
BMLPVD8800HD	DUAL BAND BLACK OVER BLACK	\$33.00	OK
BMLPVD8800/1900S HD	DUAL BAND ANTENNA SHORT BLACK OVER BLACK	\$33.00	OK

CDS OFFICE TECH
ADDENDUM 2 (CONTRACT #1UVS-U403)

WMLPVDB800/1900S	DUAL BAND ANTENNA SHORT WHITE OVER CHROME	\$29.00	OK
RFA4918A	ANTENNA INSTALL KIT	\$38.50	OK
0980372A88	TNC CONNECTOR	\$7.75	OK
0180351A93	ANTENNA INSTALL KIT WITH TNC CONNECTOR 14 FT	\$29.50	OK
0180355A13	ANTENNA INSTALL KIT WITH MINI-UHF 22 FT	\$33.75	OK
4283940B01	"O" RING 25/PK	\$4.40	OK
	Panasonic Battery Warranty	\$120.00	OK
CF-SVCBATTXT1Y	WARRANTY EXTENSION (YEAR 2)		Price Increased by \$45.00 Total - \$245.00 see SUPPLEMENTAL ADDENDUM
CF-SVCBATTXT2Y	WARRANTY EXTENSION (YEAR 2 & 3)	\$200.00	
	On-Line Service Analysis	\$20.00	OK
CF-SVCCR1Y	ONLINE SERVICE ANALYSIS (1 YEAR)	\$25.00	OK
CF-SVCCR2Y	ONLINE SERVICE ANALYSIS (2 YEARS)	\$30.00	OK
CF-SVCCR3Y	ONLINE SERVICE ANALYSIS (3 YEARS)	\$40.00	OK
CF-SVCCR4Y	ONLINE SERVICE ANALYSIS (4 YEARS)	\$50.00	OK
CF-SVCCR5Y	ONLINE SERVICE ANALYSIS (5 YEARS)		OK
	Panasonic Extended Warranty	\$280.00	OK
CF-SVCLTEXT1Y	ONE YEAR WARRANTY EXTENSION - LAPTOP (YEAR 4)	\$420.00	OK
CF-SVCLTEXT2Y	TWO YEAR WARRANTY EXTENSION - LAPTOP (YEARS 4 & 5)		
	Hot Spare Management	\$70.00	OK
CF-SVCHSM1Y	HOT SPARES MANAGEMENT (1 YEAR)	\$90.00	OK
CF-SVCHSM2Y	HOT SPARES MANAGEMENT (2 YEARS)	\$110.00	OK
CF-SVCHSM3Y	HOT SPARES MANAGEMENT (3 YEARS)	\$140.00	OK
CF-SVCHSM4Y	HOT SPARES MANAGEMENT (4 YEARS)	\$180.00	OK
CF-SVCHSM5Y	HOT SPARES MANAGEMENT (5 YEARS)		
	Panasonic Gold Service	\$299.00	OK
CF-SVCTGOLD3Y	TOUGHBOOK GOLD PROGRAM (3 YEARS) - SILVER PROGRAM + HOT SPARES MANAGEMENT + ASSET MANAGEMENT (AMOS)	\$349.00	OK
CF-SVCTGOLD4Y	TOUGHBOOK GOLD PROGRAM (4 YEARS) - SILVER PROGRAM + HOT SPARES MANAGEMENT + ASSET MANAGEMENT (AMOS)	\$399.00	OK
CF-SVCTGOLD5Y	TOUGHBOOK GOLD PROGRAM (5 YEARS) - SILVER PROGRAM + HOT SPARES MANAGEMENT + ASSET MANAGEMENT (AMOS)		
	Panasonic Silver Service	\$139.00	OK
CF-SVCTSLVROS3Y	TOUGHBOOK SILVER PROGRAM (3 YEARS) - DEPLOYMENT SERVICES + DISK IMAGE MGMT + ON-LINE SERVICE REPORTING	\$169.00	OK
CF-SVCTSLVROS4Y	TOUGHBOOK SILVER PROGRAM (4 YEARS) - DEPLOYMENT SERVICES + DISK IMAGE MGMT + ON-LINE SERVICE REPORTING	\$199.00	OK
CF-SVCTSLVROS5Y	TOUGHBOOK SILVER PROGRAM (5 YEARS) - DEPLOYMENT SERVICES + DISK IMAGE MGMT + ON-LINE SERVICE REPORTING		
	Panasonic Protection Plus	\$110.00	OK
CF-SVCLTNF1Y	TOUGHBOOK PROTECTION PLUS (1 YEAR)	\$170.00	OK
CF-SVCLTNF2Y	TOUGHBOOK PROTECTION PLUS (2 YEARS)	\$250.00	OK
CF-SVCLTNF3Y	TOUGHBOOK PROTECTION PLUS (3 YEARS)		
	4TH and 5TH years includes (1) or (2) YEAR Extended Warranty	\$620.00	OK
CF-SVCLTNF4Y	TOUGHBOOK PROTECTION PLUS (4 YEARS)	\$840.00	OK
CF-SVCLTNF5Y	TOUGHBOOK PROTECTION PLUS (5 YEARS)		

CDS OFFICE TECH
ADDENDUM 2 (CONTRACT #1000-0400)

Asset Management & On-line Service Analysis (AMOS)			
		\$90.00	OK
CF-SVCDAM1Y	ONE YEAR PROGRAM	\$95.00	OK
CF-SVCDAM2Y	TWO YEAR PROGRAM	\$100.00	OK
CF-SVCDAM3Y	THREE YEAR PROGRAM	\$130.00	OK
CF-SVCDAM4Y	FOUR YEAR PROGRAM	\$160.00	OK
CF-SVCDAM5Y	FIVE YEAR PROGRAM	\$80.00	OK
CF-VPF03UCPD	SCREEN PROTECTION SHEET REPLACEMENT		
	INCLUDES (5) YEARS - PANASONIC GOLD SERVICE - PROTECTION PLUS WARRANTY - BATTERY WARRANTY - SCREEN PROTECTION SHEET	\$1,419.00	OK
CF-SVCOCOMBO5Y	INCLUDES - CF-SVCDABONE		
Docking and Mounting Hardware - Chicago			
	CF-29 DOCKING STATION WITH ADVANCED HUB - (4) PORTS USB 2.0 HUB, (2) PORT USB 1.1 HUB WITH (4) SERIALS OUT, power supply, 6' power cord, screen stiffener, Dual Hi-Gain Antenna Connector Pass-thru, Center Console Phoenix Box with 2 cup holders, and 2 storage compartments with one locking and an arm rest pad, 3" Tube mount, charge guard, 5 year warranty	\$1,363.65	OK
GPCF29IPSAH-2		\$267.00	OK
APUT	ANGLE POP-UP TUBE	\$116.00	OK
FW-3	LEDCO'S (3) YEAR WARRANTY	\$184.00	OK
FW-4	LEDCO'S (4) YEAR WARRANTY	\$273.00	OK
FW-5	LEDCO'S (5) YEAR WARRANTY	\$2.00	OK
HDLTP-CV	Heavy Duty Long Tunnel for a Crown Vic	\$70.00	OK
SW-CV	SIDEWINDER FOR CROWN VIC - (includes Sidawinder Plate Angle Tube & Tube offset Adapter Plate)	\$44.00	OK
LS	LAZY SUSAN	\$198.00	OK
DHGAT-2	DUAL HI-GAIN ANTENNA CONNECTOR PASS THRU		
	CENTER CONSOLE PHOENIX BOX WITH (2) CUP HOLDERS AND (2) STORAGE COMPARTMENTS WITH ONE LOCKING AND AN ARM-REST PAD	\$246.00	OK
CC3		\$81.00	OK
TUB3	LOW PROFILE 3" TUBE PEDESTAL DESIGNED FOR AIRBAG COMPLIANCY		
AP8500/1800-S1	DUAL BAND CDMA BLACK ANTENNA W/ ADHESIVE & TNC CONNECTOR PLUS 15" CABLE	75.00	OK
AP8500/1800-S1-9	DUAL BAND CDMA WHITE ANTENNA W/ ADHESIVE & TNC CONNECTOR PLUS 15" CABLE	75.00	OK
MC9003-SKPHBAEA700	SYMBOL RUGGED MC9003-K HAND HELD COMPUTER WITH INTEGRATED CDMA, IMAGER, COLOR, 28KEY, BLUETOOTH, POCKET PC	\$3,040.00	OK
CHANGES TO PRICING FOR CONTRACT TCVS #0483			
		OLD PRICE	NEW PRICE
	EXISTING PRODUCT WITH REDUCED PRICE	5,024.00	4824
	Panasonic CF-29 (CF-29EWKGSKM)	5,504.00	5304
	Panasonic CF-29 (CF-29 Bundle (ISP Bundle))	627.00	330
	Combo Drive // CF-29 (DVD-ROM/CD-RW)		
	REFRESHED PRODUCT WITH REDUCED PRICE		
	Symbol 6607 Bar Code Scanner and Image Capturing Device (including all necessary cables and connectors)	775.00	875

SUPPLEMENTAL ADDENDUM (CONTRACT #TCVS-04023)

ITEM	Item Replacing	Unit Price
CF-SVCBATTXTZY - PANASONIC BATTERY WARRANTY EXTENSION (YEAR 2 & 3)	CF-SVCBATTXTZY see Addendum 2	245.00 Price Increase by \$45.00 to \$245.00
512MB Memory		135.00 CF-WMBA501G
1 GB Memory		189.00 CF-WEB273Z
VEHICLE MOUNT PORT REPLICATOR (USB 2.0)		345.00
VEHICLE MOUNT PORT REPLICATOR WITH INTEGRATED DUAL HIGH GAIN ANTENNA PASS-THROUGH		581.00 CF-WEB291Z
External USB Floppy Drive for CF-74		167.00 CF-VFDU03W
LITHIUM ION BATTERY PACK FOR MULTIMEDIA POCKET		183.00 CF-VZSU1428W
MOUNTING AND DOCKING SOLUTION		1273.00 Price Increase by \$208.00 to \$1273.00
ETHERNET UPGRADE TO BREAK OUT BOX (BOB)	see Original Contract	116.00
SCREEN STIFFENER	Replaces Sierra Altrcard 300 CDDP	70.00 SS-CF2X
V820 1XEVD0 PCMCIA CARD		470.00
NMO ROOF MOUNT WHIP ANTENNA WITH CABLING AND TNC CONNECTOR		50.00 NMOC-P3EUDTNC
NMO ROOF MOUNT WHIP ANTENNA (ONLY)		28.00 NMOC-P3E
POCKET JET III		240.00 205525-501
POCKET JET III KIT	POCKET JET II KIT	359.00 205570-501
POCKET JET III WITH INTEGRATED BLUETOOTH		75.00
PENTAX GLOVE BOX MOUNT		140.00 205582-501
PENTAX AND MOUNTED ARM REST PAD	see Original Contract	215.00 \$215.00
ARM REST PRINTER PAD (CUSHION ONLY)		71.00 17003900
3' USB CABLE FOR PENTAX PRINTER	3' PARALLEL CABLE	23.00 205522-551
10' USB CABLE FOR PENTAX PRINTER	6' PARALLEL CABLE EXTERNAL SPEAKERS	28.00 205581-551
USB EXTERNAL SPEAKER FOR LAPTOP		45.00
DELOIRME EARTHMATE LT20 with STREET ATLAS 7 5' CABLE		85.00 AE-7461-201
USB 3' EXTENSION CABLE FOR EARTHMATE RECEIVER		15.00 F3U134-B03
STREET-ATLAS 2005 HANDHELD		40.00 AO-7513-101

SUPPLEMENTAL ADDENDUM (CONTRACT #TCVS-0403)

MDC MASTER CONTRACT MANUFACTURERS % OFF LIST PRICING		
* PANASONIC - RUGGEDIZED	18%	
* PANASONIC - SEMI RUGGED	18%	
PANASONIC - STANDARD PRODUCT	8%	
PANASONIC - ACCESSORIES	15%	
LEDCO MOUNTING AND DOCKS	18%	
GAMBER JOHNSON - MOUNTING	30%	
GAMBER JOHNSON - DOCKS	9%	
SYMBOL	18%	
PENTAX	9%	
RADIAL	25%	
ANTENNA PLUS	10%	

* NOTE: SPECIFIC SKU'S MAY BE DISCOUNTED DEEPER



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*
Director, Facilities Management

Date: September 19, 2007

Subj: Tenant Lease Renewals

Enclosed, for your kind consideration please find five (5) tenant lease renewals for 2008.
These leases include:

Fairview Building:

Regional Office of Education for McLean/DeWitt/Livingston Counties
G.E.D. Adult Education Literacy Program
YWCA of McLean County

McLean County Health Department Building:

Veterans Assistance Commission
Children's Advocacy Center (CASA)

We have budgeted in the Recommended McLean County Budget for FY 2008 the lease dollars contained in the attached lease renewals. Mr. Eric Ruud, First Assistant States Attorney, has reviewed these leases and deems them consistent with our standard lease agreements.

We, therefore, request and recommend approval of the Property Committee and McLean County Board.

Thank you.

JEM:
enclosures

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

**Regional Office of Education for McLean/
DeWitt/Livingston Counties**

As Tenant,

For

Office Space Located in
905 N. Main Street, Normal, Illinois

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the Regional Office of Education for McLean/DeWitt, and Livingston Counties, (hereinafter referred to as "ROE"), as tenant, desire to continue a lease agreement for office space consisting of 5,224 s.f. located on the first floor and 5,541 s.f. of office space located on the second floor or a total of 10,765 s.f. of office space in the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as "BUILDING"), in accordance with Illinois Compiled Statutes 105 ILCS 5/4-2 requiring COUNTY, as the host County, to provide office space for ROE; and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2008, and terminate on December 31, 2008.

2. **Rent.**
 - a. ROE shall be provided 6,860 s.f., or 64% (percent) of the 10,765 s.f. amount for an annual maintenance and operating expense of \$43,982.92. The McLean County Auditor's Office shall calculate and present to ROE a monthly statement for the payment of this expense by ROE representing ROE's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, ROE agrees to pay COUNTY a monthly rent payment of \$200.00 per month to the Capital Improvement Replacement Fund for BUILDING.

 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
P.O. Box 2400
Bloomington, Illinois 61702-2400**

 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.

3. **Capital Improvement Fund.** All monies paid into this FUND by ROE shall be reserved by COUNTY to pay for major capital improvement replacement expenses for BUILDING. A major capital improvement replacement expense shall be defined as follows:
 - a. Additions and/or renovations to BUILDING and the adjacent property;

- b. Capital equipment purchases for mechanical, electrical, and HVAC equipment servicing BUILDING;
- b. Capital equipment and fixtures purchases for BUILDING with a depreciated life expectancy greater than seven (7) years.

In the event COUNTY determines that a major capital improvement replacement expense is necessary and the capital improvement replacement fund is not sufficient to fully fund 100% of the expense, COUNTY agrees to pay for the major capital improvement replacement expense from other COUNTY sources. COUNTY and ROE agree that COUNTY shall then be reimbursed for this expense over time from the funds on deposit in the capital improvement replacement fund.

- 4. **Tenant's Use and Operation.** ROE shall use the aforementioned leased premises only for the purposes of its general business office. ROE shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. ROE shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
- 5. **Building Common Areas.** ROE shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of ROE employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
- 6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of ROE employees, agents, or clients. ROE shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. ROE shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. ROE shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

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7. **Parking.** ROE is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, ROE agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that ROE agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.

8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by ROE without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of ROE displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to ROE certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by ROE at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by ROE that ROE may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. ROE shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.

9. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** ROE agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

 - b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. ROE shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting ROE against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

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c. **Added Risk.** ROE shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by ROE in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from ROE business. ROE's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after ROE is given written request for same. COUNTY shall bill ROE without notice or negotiation for any rate increase.

d. **Obligation to Carry Public Liability Insurance.** ROE shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by ROE in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. ROE shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. ROE shall furnish COUNTY additional certificates of ROE's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** ROE shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.

11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by ROE without the prior express written approval of COUNTY.

12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

14. **Hazardous Material.**
 - a. **Prohibition.** ROE expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

 - b. **Disclosure, Remediation, Liability, and Indemnification.** ROE expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of ROE, its agents, employees, invitees, clients, or licensees,
 - (i) ROE shall immediately notify COUNTY of the event;

 - (ii) ROE shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;

 - (iii) ROE shall remediate and clean up the leased premises to COUNTY's satisfaction;

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- (iv) ROE shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) ROE shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** ROE expressly covenants and agrees that the duties, obligations, and liabilities of ROE under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon ROE and its successors and assigns.
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit ROE to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of ROE shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of ROE, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or ROE to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor ROE shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by ROE in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or ROE shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if ROE shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of ROE shall be appointed by reason of ROE's insolvency or

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inability to pay its debts, or if any assignment shall be made of ROE's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of ROE hereunder, by giving ROE notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** ROE shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

19. **Default.** If ROE shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which ROE is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if ROE shall abandon or vacate the premises during the term of this lease, or if ROE shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to ROE have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by ROE during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by ROE to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate ROE's right of possession and repossess the leased premises without demand or notice of any kind to ROE, in which case COUNTY may relet all or any part of the leased premises. ROE shall be responsible for all costs of reletting. ROE shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
 - c. Have specific performance of ROE's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**
 - a. Upon the expiration or termination of this lease, or any extension thereof, ROE shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at ROE's cost and expense, remove from the property all signs, symbols and trademarks pertaining to ROE's business and repair any damages caused by such removal; and
- b. If ROE shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of ROE left upon the leased premises in any manner that COUNTY shall choose without incurring liability to ROE or to any other person. The failure of ROE to remove any property from the leased premises shall forever bar ROE from bringing any action or asserting any liability against COUNTY with respect to such property.
21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of ROE requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by ROE.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

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With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to ROE:

Superintendent
Regional Office of Education for McLean/DeWitt/Livingston Counties
905 N. Main Street
Normal, Illinois 61761

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of ROE unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

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27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 16th day of October, 2007.

APPROVED:

REGIONAL OFFICE OF EDUCATION
FOR McLEAN/DeWITT/LIVINGSTON
COUNTIES

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

ROE08.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

G.E.D. Adult Education Literacy Program

As Tenant,

For

Office Space Located in
905 N. Main Street, Normal, Illinois

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the G.E.D. Adult Education Literacy Program (hereinafter referred to as "GED"), as tenant, desire to continue a lease agreement for office space consisting of 3,905 s.f of office space located in the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party, NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2008, and terminate on December 31, 2008.

2. **Rent.**
 - a. GED shall be provided 3,905 s.f., or 36% (percent) of the 10,765 s.f. amount for an annual maintenance and operating expense of \$25,036.89. The McLean County Auditor's Office shall calculate and present to GED a monthly statement for the payment of this expense by GED representing GED's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts.

 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
P.O. Box 2400
Bloomington, Illinois 61702-2400**

 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.

3. **Tenant's Use and Operation.** GED shall use the aforementioned leased premises only for the purposes of its general business office. GED shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. GED shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.

4. **Building Common Areas.** GED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of GED employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of GED employees, agents, or clients. GED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. GED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. GED shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
6. **Parking.** GED is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, GED agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that GED agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by GED without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of GED displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to GED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by GED at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by GED that GED may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. GED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** GED agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or

property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. GED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting GED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** GED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by GED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from GED business. GED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after GED is given written request for same. COUNTY shall bill GED without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** GED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by GED in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. GED shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. GED shall furnish COUNTY additional certificates of GED's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
9. **Conduct.** GED shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
10. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by GED without the prior express written approval of COUNTY.
11. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
12. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
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- a. **Prohibition.** GED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited

by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

- b. **Disclosure, Remediation, Liability, and Indemnification.** GED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of GED, its agents, employees, invitees, clients, or licensees,
- (i) GED shall immediately notify COUNTY of the event;
 - (ii) GED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) GED shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) GED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) GED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** GED expressly covenants and agrees that the duties, obligations, and liabilities of GED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon GED and its successors and assigns.

14. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit GED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of GED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of GED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or GED to recover compensation from the condemning authority for any loss or

damage caused by such condemnation. Neither COUNTY nor GED shall have any right in or to any award made to the other by the condemning authority.

15. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by GED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or GED shall have the right to terminate this lease, or any extensions thereof.
16. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if GED shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of GED shall be appointed by reason of GED's insolvency or inability to pay its debts, or if any assignment shall be made of GED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of GED hereunder, by giving GED notice in writing of the election of COUNTY to so terminate.
17. **Assignment and Subletting.** GED shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
18. **Default.** If GED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which GED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if GED shall abandon or vacate the premises during the term of this lease, or if GED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to GED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by GED during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by GED to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate GED's right of possession and repossess the leased premises without demand or notice of any kind to GED, in which case COUNTY may relet all or any part of the leased premises. GED shall be responsible for all costs of reletting. GED shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of GED's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

19. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, GED shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at GED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to GED's business and repair any damages caused by such removal; and
- b. If GED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of GED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to GED or to any other person. The failure of GED to remove any property from the leased premises shall forever bar GED from bringing any action or asserting any liability against COUNTY with respect to such property.

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20. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of GED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by GED.
21. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to GED:

Superintendent
G.E.D. Adult Literacy Program
905 N. Main Street
Normal, Illinois 61761

22. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the

application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

- 24. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
- 25. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of GED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
- 26. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
- 27. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 16th day of October, 2007.

APPROVED:

G.E.D. ADULT EDUCATION
LITERACY PROGRAM

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

YWCA OF McLEAN COUNTY

As Tenant,

For

Office Space Located on the First Floor of
905 N. Main Street, Normal, Illinois

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and YWCA of McLean County, (hereinafter referred to as "YWCA"), as tenant, desire to continue a lease agreement for office space consisting of 1,198 s.f. located on the first floor of the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as 'BUILDING'); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2008, and terminate on December 31, 2008.

2. **Rent.**
 - a. YWCA agrees to pay COUNTY \$8,625.77 for the term of this lease agreement, payable in twelve equal monthly installments of \$718.81 representing the YWCA's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, the YWCA agrees to pay COUNTY a monthly rental payment of \$262.07 which includes \$50.00 per month to the Capital Improvement Replacement Fund for BUILDING.

 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
P.O. Box 2400
Bloomington, Illinois 61702-2400**

 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.

3. **Capital Improvement Fund.** All monies paid into this FUND by YWCA shall be reserved by COUNTY to pay for major capital improvement replacement expenses for BUILDING. A major capital improvement replacement expense shall be defined as follows:
 - a. Additions and/or renovations to BUILDING and the adjacent property;

 - b. Capital equipment purchases for mechanical, electrical, and HVAC equipment servicing BUILDING;

 - b. Capital equipment and fixtures purchases for BUILDING with a depreciated life expectancy greater than seven (7) years.

In the event COUNTY determines that a major capital improvement replacement expense is necessary and the capital improvement replacement fund is not sufficient to fully fund 100% of the expense, COUNTY agrees to pay for the major capital improvement replacement expense from other COUNTY sources. COUNTY and YWCA agree that COUNTY shall then be reimbursed for this expense over time from the funds on deposit in the capital improvement replacement fund.

4. **Tenant's Use and Operation.** YWCA shall use the aforementioned leased premises only for the purposes of its general business office. YWCA shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. YWCA shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
5. **Building Common Areas.** YWCA shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of YWCA employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of YWCA employees, agents, or clients. YWCA shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. YWCA shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. YWCA shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** YWCA is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, YWCA agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that YWCA agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.

8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by YWCA without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of YWCA displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to YWCA certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by YWCA at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by YWCA that YWCA may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. YWCA shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.

9. **Insurance and Indemnity.**

- a. **Covenants to Hold Harmless.** YWCA agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.
- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. YWCA shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting YWCA against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** YWCA shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by YWCA in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from YWCA business. YWCA's share of the annual

insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after YWCA is given written request for same. COUNTY shall bill YWCA without notice or negotiation for any rate increase.

- d. **Obligation to Carry Public Liability Insurance.** YWCA shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by YWCA in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. YWCA shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. YWCA shall furnish COUNTY additional certificates of YWCA's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
10. **Conduct.** YWCA shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by YWCA without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and

stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

14. **Hazardous Material.**

a. **Prohibition.** YWCA expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, *et seq.* and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, *et seq.* and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** YWCA expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of YWCA, its agents, employees, invitees, clients, or licensees,

- (i) YWCA shall immediately notify COUNTY of the event;
- (ii) YWCA shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) YWCA shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) YWCA shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

- (v) YWCA shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** YWCA expressly covenants and agrees that the duties, obligations, and liabilities of YWCA under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon YWCA and its successors and assigns.
- 15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit YWCA to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of YWCA shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of YWCA, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or YWCA to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor YWCA shall have any right in or to any award made to the other by the condemning authority.
- 16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by YWCA in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or YWCA shall have the right to terminate this lease, or any extensions thereof.
- 17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if YWCA shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of YWCA shall be appointed by reason of YWCA's insolvency or

inability to pay its debts, or if any assignment shall be made of YWCA's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of YWCA hereunder, by giving YWCA notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** YWCA shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

19. **Default.** If YWCA shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which YWCA is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if YWCA shall abandon or vacate the premises during the term of this lease, or if YWCA shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to YWCA have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by YWCA during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by YWCA to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate YWCA's right of possession and repossess the leased premises without demand or notice of any kind to YWCA, in which case COUNTY may relet all or any part of the leased premises. YWCA shall be responsible for all costs of reletting. YWCA shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
 - c. Have specific performance of YWCA's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, YWCA shall:

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- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at YWCA's cost and expense, remove from the property all signs, symbols and trademarks pertaining to YWCA's business and repair any damages caused by such removal; and
- b. If YWCA shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of YWCA left upon the leased premises in any manner that COUNTY shall choose without incurring liability to YWCA or to any other person. The failure of YWCA to remove any property from the leased premises shall forever bar YWCA from bringing any action or asserting any liability against COUNTY with respect to such property.
21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of YWCA requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by YWCA.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

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With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to YWCA:

Executive Director
YWCA of McLean County
905 N. Main Street, 1st Floor
Normal, Illinois 61761

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of YWCA unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

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27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 16th day of October, 2007.

APPROVED:

YWCA of McLEAN COUNTY

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

YWCA08.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

Veterans Assistance Commission

As Tenant,

For

Office Space Located on the Fourth Floor of
200 West Front Street, Bloomington, Illinois

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and Veterans Assistance Commission, (hereinafter referred to as "VAC"), as tenant, desire to enter into a lease agreement for 1,865 s.f. of office space located on the fourth floor of the McLean County Health Department, 200 West Front Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed by the parties that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2008, and terminates on December 31, 2008.
2. **Rent.**
 - a. Rent shall be \$4,996.82 to be paid by VAC in one annual payment to the McLean County Treasurer on the first day of the month following the receipt of revenue from the second installment of Property Tax bills.

b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
Bloomington, Illinois 61702-2400**

3. **Tenant's Use and Operation.** VAC shall use the aforementioned leased premises only for the purposes of its general business office. VAC shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. VAC shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Building Common Areas.** VAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of VAC employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the

cost of repairs and maintenance caused by intentional acts or negligence of VAC employees, agents, or clients. VAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. VAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. VAC shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

6. **Parking.** COUNTY shall provide no parking for VAC.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by VAC without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of VAC displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to VAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by VAC at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by VAC that VAC may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. VAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Conduct.** VAC shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
9. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by VAC without the prior express written approval of COUNTY.
10. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that

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this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

11. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

12. **Hazardous Material.**

- a. **Prohibition.** VAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. **Disclosure, Remediation, Liability, and Indemnification.** VAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of VAC, its agents, employees, invitees, clients, or licensees,
- (i) VAC shall immediately notify COUNTY of the event;
 - (ii) VAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) VAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) VAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) VAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

13. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit VAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of VAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of VAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or VAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor VAC shall have any right in or to any award made to the other by the condemning authority.
14. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by VAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or VAC shall have the right to terminate this lease, or any extensions thereof.
15. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if VAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of VAC shall be appointed by reason of VAC's insolvency or inability to pay its debts, or if any assignment shall be made of VAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of VAC hereunder, by giving VAC notice in writing of the election of COUNTY to so terminate.
16. **Assignment and Subletting.** VAC shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

17. **Default.** If VAC shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which VAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if VAC shall abandon or vacate the premises during the term of this lease, or if VAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to VAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by VAC during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by VAC to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate VAC's right of possession and repossess the leased premises without demand or notice of any kind to VAC, in which case COUNTY may relet all or any part of the leased premises. VAC shall be responsible for all costs of reletting. VAC shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of VAC's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

18. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, VAC shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (7) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and

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- (iii) Upon the request of COUNTY, at VAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to VAC's business and repair any damages caused by such removal; and
 - b. If VAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of VAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to VAC or to any other person. The failure of VAC to remove any property from the leased premises shall forever bar VAC from bringing any action or asserting any liability against COUNTY with respect to such property.
19. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of VAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by VAC.
20. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to VAC:

Executive Director
Veterans Assistance Commission
200 West Front Street, 4th Floor
Bloomington, Illinois 61701

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21. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
22. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
23. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
24. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of VAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
25. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 20, page six (6) of this lease pertaining to all notices.
26. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 16th day of October, 2007.

APPROVED:

VETERANS ASSISTANCE
COMMISSION

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

VAC08.Doc

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

Children's Advocacy Center

as Tenant,

for

Office Space Located on the 5th Floor of
200 West Front Street, Bloomington, Illinois

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Children's Advocacy Center (hereinafter "CAC"), as Tenant, desire to continue a lease agreement for 8,027 s.f. of office space located on the fifth floor of the 200 W. Front Street Building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall commence on **January 1, 2008**, and terminate on **December 31, 2008**.
2. **Tenant's Use and Operation.** CAC shall use the aforementioned leased premises only for the purposes of its general business office. CAC shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CAC shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
3. **Utilities.** CAC agrees to pay COUNTY its proportionate share of all utilities and maintenance expenses for the leased premises, to be billed to CAC by COUNTY on a monthly basis, for electricity, natural gas, water, trash removal, elevator maintenance contract fees, alarm monitoring fees, labor for maintenance expenses, and any supplies costs or materials costs as may be requested from time to time by CAC. CAC shall be responsible for its own telephone and data expenses. Payment to COUNTY by CAC for monthly invoices is due and payable upon receipt by CAC.
4. **Building Common Areas.** CAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CAC employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all

general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CAC or its Board, employees or clients. CAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. CAC shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CAC. CAC shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CAC. Such bills shall be payable within 30 days of receipt of repair invoice by CAC.

6. **Parking.** COUNTY shall provide no parking stalls for CAC, and further, CAC agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.

7. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CAC at the expiration of this agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CAC or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

8. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** CAC agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way

connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CAC shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CAC against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. CAC shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CAC in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CAC business. CAC's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CAC is given written request for same. COUNTY shall invoice CAC without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. CAC shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CAC in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CAC shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the initial term of this agreement. CAC shall furnish COUNTY additional certificates of CAC's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. Waiver of Subrogation Rights Under Insurance Policies.

Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

9. Conduct. CAC shall not cause or permit any conduct of employees or clients of CAC to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
10. Signs. No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CAC without the prior express written approval of COUNTY.
11. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, if applicable, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
12. Access to the Premises. COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CAC.

13. Hazardous Material.

a. Prohibition. CAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. Disclosure, Remediation, Liability, and Indemnification. CAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CAC, its agents, employees, invitees, clients, or licensees, or by the negligence of CAC, its agents, employees, invitees, clients, or licensees,

- (i) CAC shall immediately notify COUNTY of the event;
- (ii) CAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) CAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. Survival. CAC expressly covenants and agrees that the duties, obligations, and liabilities of CAC under the preceding section 13(a) and 13(b) shall survive the termination of this lease, and are binding upon CAC and its successors and assigns.

14. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CAC shall have any right in or to any award made to the other by the condemning authority.
15. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CAC shall have the right to terminate this agreement, or any extensions thereof.
16. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CAC shall be appointed by reason of CAC's insolvency or inability to pay its debts, or if any assignment shall be made of CAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CAC hereunder, by giving CAC notice in writing of the election of COUNTY to so terminate.

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17. Assignment and Subletting. CAC shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
18. Default. If CAC shall fail to make any payment of any invoice due to COUNTY hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CAC shall abandon or vacate the premises during the term of this lease, or if CAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
- a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CAC during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CAC to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CAC's right of possession and repossess the leased premises without demand or notice of any kind to CAC, in which case COUNTY may relet all or any part of the leased premises. CAC shall be responsible for all costs of reletting. CAC shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.
 - c. Have specific performance of CAC's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.
19. Termination; Surrender of Possession.
- a. Upon the expiration or termination of this lease, or any extension thereof, CAC shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph seven (8) of this lease, ordinary wear and tear excepted, remove all of its personal property

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and trade fixtures from the leased premises and the property and repair any damage caused by such removal;

- (ii) Surrender possession of the leased premises to COUNTY; and
- (iii) Upon the request of COUNTY, at CAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CAC's business and repair any damages caused by such removal.

b. If CAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CAC or to any other person. The failure of CAC to remove any property from the leased premises shall forever bar CAC from bringing any action or asserting any liability against COUNTY with respect to such property.

20. Waiver. One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CAC.

21. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CAC:

Executive Director
Children's Advocacy Center
200 W. Front Street, 5th Floor
Bloomington, Illinois 61701

22. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of utilities and maintenance reimbursement, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
24. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rates herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
25. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

Page ten

26. Right to Terminate. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 21, page eight of this agreement pertaining to all notices.
27. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 16th day of October, 2007.

APPROVED:

Children's Advocacy Center

COUNTY OF McLEAN

By: _____
Executive Director

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

CASALease08.Doc

LEASE AGREEMENT

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE REQUEST RECEIVED FROM THE McLEAN COUNTY CLERK
TO CORRECT THE LEGAL DESCRIPTION FOR PRECINCT 29
IN NORMAL TOWNSHIP

WHEREAS, the McLean County Clerk has formally requested that certain polling places be changed and/or added for the 2008 primary and general election; and,

WHEREAS, the Finance Committee, at its regular Committee meeting on Wednesday, October 3, 2007, recommended approval of the request received from the McLean County Clerk to correct the legal description for Precinct 29 in Normal Township; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) The McLean County Board hereby approves the recommendation received from the McLean County Clerk to correct the legal description for Precinct 29 in Normal Township for the 2008 primary and general election as follows:

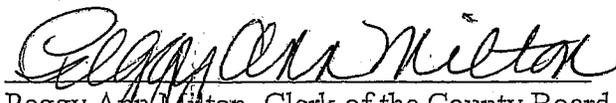
PRECINCT 29: PT SEC 21 & 28-24-2E – BEG INT C/L'S GREGORY & MAIN STS, N TO C/L ~~ORLANDO AVE~~ **RAAB ROAD**, W TO EXT C/L ADELAIDE ST, S TO C/L GREGORY ST, SE ALG CL GREGORY ST TO POB.

- (2) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Normal Township Supervisor and to the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 16th day of October, 2007.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

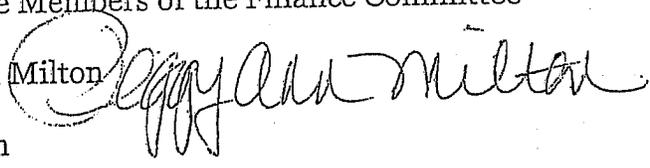

Matt Sorensen, Chairman
McLean County Board



PeggyAnn Milton
McLean County Clerk
(309) 888-5190
Fax (309) 888-5932
115 E Washington Street, Room 102
PO Box 2400
Bloomington, IL 61702-2400
Website: www.mcleancountyil.gov/countyclerk

DATE: September 26, 2007

TO: Chairman Selzer
Honorable Members of the Finance Committee

FROM: PeggyAnn Milton 

RE: Correction

We presented proposed Precinct Splits to you at your June meeting. It has come to our attention that one legal description given to us had an error. Please note the correction below:

PRECINCT 29: PT SECS 21 & 28-24-2E – BEG INT C/L'S GREGORY & MAIN STS, N TO C/L ORLANDO AVE, **RAAB ROAD**, W TO EXT C/L ADELAIDE ST, S TO C/L GREGORY ST, SE ALG C/L GREGORY ST TO POB.

Thank you.

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF DAVID D. YODER
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term David Yoder, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2007, it is advisable to consider a reappointment or appointment to this position; and

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of David D. Yoder as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2013, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to David D. Yoder, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association, as well as the County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean, County, Illinois this 16th day of October, 2007.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF CHARLES BROWN
AS A TRUSTEE OF THE PLEASANT HILLS CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term on November 1, 2007, of Charles Brown, on the Board of Trustees of the Pleasant Hills Cemetery Association, it is advisable to consider an appointment to this position; and

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Charles Brown as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2013, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Tom Shields, Attorney of the Pleasant Hills Cemetery Association, as well as the County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean, County, Illinois this 16th day of November, 2007.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF RENAE GUSTAFSON
AS A TRUSTEE OF THE PLEASANT HILLS CEMETERY ASSOCIATION

WHEREAS, due to the expiration of the term of Renae Gustafson as a member of the Board of Trustees of the Pleasant Hills Cemetery Association, it is advisable to consider a reappointment or appointment to this position; and

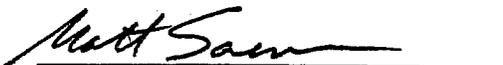
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Renae Gustafson as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2013, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of appointment to Renae Gustafson, Mr. Charles Brown, Pleasant Hills Cemetery Association, Mr. Tom Sheilds, Attorney for the Association, County Clerk, County Auditor and County Administrator.

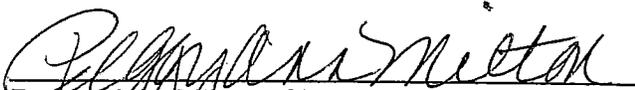
ADOPTED by the County Board of McLean, County, Illinois this 16th day of October, 2007.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF APPOINTMENT OF JAY D. REECE AS A
MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

WHEREAS, due to the resignation of term Scott Lay, of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the appointment of Jay D. Reece for the remainder of a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2007 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Jay D. Reece and to the Director of the McLean County Regional Planning Commission, as well as the County Auditor, County Clerk and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 16th day of October 2007.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

E:\ann\apt\RPC_Reece.res

Members Caisley/Bostic moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:
Member Selzer, Vice-Chairman, presented the following:

RESOLUTION APPROVING AND AUTHORIZING THE
McLEAN COUNTY STATE'S ATTORNEY TO FILE A PETITION
TO INTERVENE ON BEHALF OF THE McLEAN COUNTY BOARD
IN THE ENBRIDGE PIPELINE APPLICATION PENDING BEFORE THE
ILLINOIS COMMERCE COMMISSION

WHEREAS, pursuant to Illinois law and the regulations of the Illinois Commerce Commission, the McLean County Board, as the Governing Body for the County of McLean, Illinois, a body politic, is permitted to file a petition to intervene in matters pending before the Illinois Commerce Commission that may affect the County and the citizens who reside in the County; and,

WHEREAS, Enbridge Pipelines Company has filed an application seeking an Order from the Illinois Commerce Commission to allow the construction, operation and maintenance of a new 170 mile long, 36-inch wide crude liquid petroleum pipeline with a 60-foot wide permanent easement through eight Counties from Pontiac, Illinois to Patoka, Illinois

WHEREAS, the construction of the proposed Enbridge pipeline will go through six townships in McLean County, namely Gridley, Money Creek, Towanda, Old Town, Downs and Randolph; and,

WHEREAS, the Executive Committee of the McLean County Board, at its regular meeting on Tuesday, October 9, 2007, reviewed and discussed with the First Civil Assistant State's Attorney the advantages and disadvantages of the County filing a petition to formally intervene in the Enbridge Pipeline application now pending before the Illinois Commerce Commission; and,

WHEREAS, the Executive Committee of the McLean County Board, at its regular meeting on Tuesday, October 9, 2007, recommended that the McLean County State's Attorney file a petition to formally intervene on behalf of the McLean County Board in the Enbridge Pipeline application now pending before the Illinois Commerce Commission; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

- (1) The McLean County Board hereby approves and authorizes the McLean County State's Attorney to file a petition to formally intervene on behalf of the McLean County Board in the Enbridge Pipeline application now pending before the Illinois Commerce Commission.

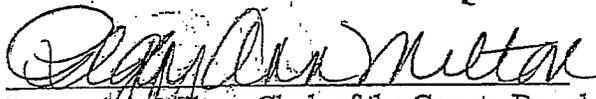
(2)

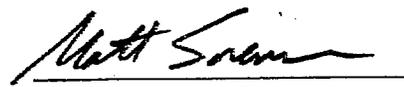
(2) The McLean County Board hereby authorizes and directs the County Clerk to forward a certified copy of this Resolution to the County Administrator, State's Attorney and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 16th day of October, 2007.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois


Matt Sorensen, Chairman
McLean County Board

Member Selzer stated the following: in the September 18th proceedings Consent Agenda Item C1a is listed but when you read the minutes it was removed from Consent Agenda. Selzer/Owens moved the September 18th Proceedings of the McLean County Board as amended. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Selzer/Renner moved the County Board approve a Request for Approval of a Resolution Approving and Authorizing the McLean County State's Attorney to File a Petition to Intervene in the Enbridge Pipeline Application pending before the Illinois Commerce Commission – State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer, Vice-Chairman, presented the following:

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE COUNTY OF MCLEAN TO PROVIDE NETWORK ACCESS FOR THE AFIX TRACKER EQUIPMENT

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution, City of Bloomington (hereinafter "Bloomington") is permitted to enter into Intergovernmental Agreements to obtain or share services with the County of McLean (hereinafter the "County"); and

WHEREAS, the County is a body politic and corporate and, pursuant to Article VII, Section 10 of the Illinois Constitution, is permitted to enter into Intergovernmental Agreements to obtain or share services with Bloomington, and

WHEREAS, the City desires to maintain an AFIX Tracker system which processes automated fingerprint and palm print identification; and

WHEREAS, the AFIX Tracker system requires itself to communicate with the Livescan system maintained in the McLean County Jail, and

WHEREAS, all fingerprints and palms prints made through this AFIX Tracker system are recorded and used for identification, and

WHEREAS, Bloomington and the County deem it to be in their best interests to enter into an Intergovernmental Agreement to make available network connectivity between the AFIX tracker and the Livescan machine housed within the McLean County Jail; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

The County shall:

1. Allow the City of Bloomington limited network access to the County's Livescan machine as mutually determined by the McLean County Information Technologies Department and City of Bloomington Information Technologies Department.
2. Provide to Bloomington, on a best efforts basis, access to the Livescan equipment system at a 95% level; 7 days per week, 24 hours per day. However, when the County deems that it is necessary to upgrade the operating system, software version or associated networking equipment, the system may be temporarily unavailable. Notwithstanding, catastrophes such as hardware failure and/or loss of power can and will occur. Therefore, availability and restoration of access to the Livescan system will be provided as soon as possible.

3. To the extent permitted under State and Federal law, indemnify and hold Bloomington harmless from all causes of action and the costs of defending any such actions arising out of the performance of county's contractual duties under this Intergovernmental Agreement.

Bloomington shall:

1. Be solely responsible for the cost, installation, and maintenance of the computer hardware and communication networks required to install the AFIX Tracker equipment system at their location.
2. Agree to not unlawfully disclose, copy, or change or provide any of the information retrieved to any other person, entity, municipality, or corporation, and to refrain from damaging or losing data contained within the system. If Bloomington or its agents or employees do damage or lose data contained within the system, damages recoverable by the County will be limited to actual damages incurred.
3. Bloomington shall, to the extent permitted under State and federal law, indemnify and hold the County harmless from all causes of action and the costs of defending any such actions arising out of the performance of Bloomington's contractual duties under this Intergovernmental Agreement.

Bloomington and the County agree that:

1. This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that either party may unilaterally terminate this Agreement with 30 days written notice to the other party.
2. The County is not obligated to purchase or continue to use equipment based upon that equipment's compatibility with the AFIX Tracker system.
3. In the event a Court orders an expungement of a scanned record, the County shall be responsible for expunging records stored within its Livescan machine and the City shall be responsible for expunging records stored within the AFIX Tracker system.
4. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
5. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

6. Bloomington and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

The City and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For the City of Bloomington:

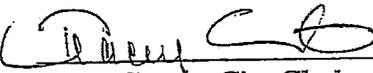
For McLean County:

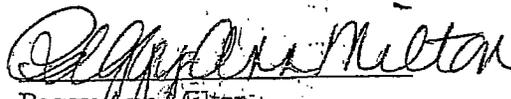

Steve Stockton, Mayor
City of Bloomington

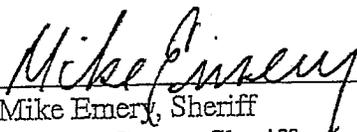

Matthew Sorensen, Chairman
McLean County Board

ATTEST:

ATTEST:


Tracy Covert, City Clerk
City of Bloomington, Illinois


Peggy Ann Milton,
Clerk of the McLean County Board,
McLean County, Illinois


Mike Emery, Sheriff
McLean County Sheriff

Members Selzer/Harding moved the County Board approve a Request for Approval of Intergovernmental Agreement with City of Bloomington to Provide Network Access to Digital Fingerprints – Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer stated the General Report and minutes from other meetings were found on pages 91-109.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD
AMMENDING AND APPROVING THE
FIVE YEAR UPDATE OF THE
INTEGRATED SOLID WASTE MANAGEMENT PLAN

WHEREAS, pursuant to the Solid Waste Planning and Recycling Act, McLean County adopted an Integrated Solid Waste Management Plan; and,

WHEREAS, the Solid Waste Planning and Recycling act requires that Illinois Counties update and review the Integrated Solid Waste Management Plan every five years; and

WHEREAS, the Five Year Update of the McLean County Integrated Solid Waste Management Plan was prepared in accordance with Solid Waste Planning and Recycling Act; and

WHEREAS, the Five Year Update of the McLean Solid Waste Management Plan has been reviewed and approved by the Solid Waste Technical Committee; and

WHEREAS, the Land Use and Development, at its regular meeting on Thursday October 4th, 2007, recommended approval of the Five Year Update of the Integrated Solid Waste Management Plan, now, therefore,

BE IT RESOLVED by the McLean County Board as follows;

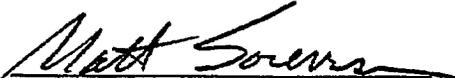
- (1) The McLean County Integrated Solid Waste Management Plan is hereby amended to include the Five Year Update of the Integrated Solid Waste Management Plan.
- (2) The Five Year Update of the Integrated Solid Waste Management Plan is hereby approved and a copy of the Five Year Update of the Solid Waste Management Plan shall be forwarded to the Illinois Environmental Protection Agency, in accordance with the provisions of the Solid Waste Planning and Recycling Act.
- (3) The County Clerk is hereby directed to provide a certified copy of this Resolution to the McLean County Regional Planning Commission, the Director of Building and Zoning, the County Administrator and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 16th day of October 2007.

ATTEST:


Peggy Ann Milton, Clerk of the McLean County Board
McLean County, IL

APPROVE:


Matt Sorensen, Chairman
McLean County Board



McLean County

McLean County, Illinois
Integrated Solid Waste Management Plan
Five-Year Update, 2007



Prepared by: **THE ECOLOGY ACTION CENTER**

202 West College Avenue Normal, Illinois
www.ecologyactioncenter.org Phone: (309) 454-3169 Fax: (309) 454-7508

McLean County, Illinois Integrated Solid Waste Management Plan Five-Year Update, 2007



Local Government:	McLean County, Illinois
Prepared by:	Ecology Action Center
Contact Person:	Michelle Covi
Address:	202 West College Avenue Normal, Illinois 61761-2552
E-mail:	eac@ecologyactioncenter.org
Telephone:	(309) 454-3169
Fax:	(309) 454-7508

Plan Adoption Date:	October 1991
Plan Re-Adoption Date:	October 1992
First Plan Update Adoption Date:	October 1997
Second Plan Update Due:	December 2002
Third Plan Update Due:	November 2007



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Purpose of the 2007 ISWMP Update

The 2007 Integrated Solid Waste Management Plan (the "ISWMP") five-year update presents McLean County's strategy for managing the solid waste disposal and recycling services over the next five years. The Illinois Solid Waste Planning and Recycling Act requires Illinois counties to prepare, adopt, and implement a twenty-year municipal solid waste management plan. The Act also requires that the adopted plans be reviewed and updated every five years. At each five-year interval, any necessary or appropriate revisions are to be submitted to the Illinois Environmental Protection Agency (IEPA) for review and comments.

This 2007 five-year plan update is submitted in fulfillment of the IEPA requirements for the next scheduled update. It is the third such update to the McLean County ISWMP, which was adopted in October of 1991, and readopted in October of 1992. In 1997, the Solid Waste Coordinator of McLean County prepared a five-year update that satisfied that IEPA five-year update requirements. In 2002, the McLean County Regional Planning Commission prepared the second five-year update that satisfied the IEPA five-year update requirement. The 2007 ISWMP update was prepared by the Ecology Action Center for McLean County.

ISWMP Executive Summary

After detailed evaluation of the waste management option available in McLean County, the ISWMP emphasized that was adopted in October of 1992 had the following key elements:

1. Expansion of commercial and industrial recycling throughout McLean County.
2. Substantial expansion of residential recycling through a combined program of curbside collection and drop-off centers.
3. Continued composting and land application of landscaping waste.
4. Increased source reduction through an active educational and promotional program.
5. Development of opportunities for the recycling of construction and demolition waste.
6. Continued land application of sludge from wastewater treatment facilities.
7. Evaluate options for the separate collection and disposal of household hazardous wastes.
8. Increased opportunities for the recycling of bulky waste, tires and motor oil.
9. Landfill disposal of wastes that are neither recycled or combusted.

The 1997 update reflected a change in policy concerning the privately owned and operated landfill located in Bloomington, Illinois. The plan was amended to not take any action toward the siting of a new landfill, nor discourage another party from siting a new landfill or expanding the existing landfill by opening a new cell and expanding vertically. In fact, in 2006, the landfill owners, Allied Waste, applied for permits to expand the Bloomington landfill. The 2002 update did not contain any major policy change, but reflected funding for a number of new recycling programs that were initiated as money became available. This update reflects an increased goal for McLean County to 40% recycling by the end of the next 5 years and suggests seven new initiatives that can expand recycling opportunities in the effort to reach this goal in addition to the current Plan Implementation program provided by the Ecology Action Center.

I. Recommendations and Implementation Schedule Contained in the Plan Adopted October, 1991



A. Source Reduction

ISWMP Recommended Implementation Efforts and Schedule

The ISWMP recommends that the source reduction component of the County's system be implemented immediately following creation and staffing of the County Solid Waste Coordinator position. This position is to direct the solid waste program and encourage source reduction and recycling in the residential, commercial, and industrial sectors. Additionally, formation of an advisory committee of representatives from the aforementioned sectors of McLean County was recommended. It is the responsibility of the solid waste coordinator and advisory committee to address the recommendation efforts associated with source reduction provided below. The Plan recommends that the source reduction component be implemented immediately following the creation and staffing of the County solid waste coordinator position.

Recommended Source Reduction Efforts

- Implement a comprehensive education and promotion program, which will educate residents on household hazardous wastes, the benefits of purchasing materials with recycled content, and inform residents of opportunities to recycle.
- Implement an education program that focuses on the commercial and industrial sectors of McLean County.
- Utilize existing social and educational networks serving county residents to carry forth the education and promotion programs.
- Communicate the message of the education programs through presentations, brochures, newsletters, videotapes, media coverage of promotional events, and displays at civic events and shopping centers.
- Use professional multimedia advertising campaigns during the third and fifth year to aggressively promote participation in recycling to ensure the county reaches the state's recycling rates as mandated in Public Act 85-1198. This Act requires that each county waste management plan be designed to recycle by 15 percent and 25 percent of the municipal waste generated in the county by the end of the third and fifth years of the program, respectively.
- Offer source reduction technical assistance to commercial and industrial programs, including waste stream audits and source reduction programs. Disseminate information via manuals, brochures, videos, newsletter articles, presentations, on-site technical assistance, and an annual awards program.
- Offer information to the public through a solid waste information center.



B. Recycle and Reuse

ISWMP Recommended Implementation Efforts and Schedule

The ISWMP recommends implementation of the recycling and reuse component to immediately follow the creation and staffing of the solid waste coordinator position. The solid waste coordinator should coordinate overall implementation of recycling and reuse efforts and monitor their overall progress. Initial focus should concentrate on increasing participation by the commercial and industrial sectors in existing recycling programs. Recommendations associated with recycling and reuse to be addressed by the solid waste coordinator are listed in the chart below.

Recommended Recycle and Reuse Efforts

- Encourage residential recycling by working with existing recycling operations and establishing a public awareness of the need for recycling through the comprehensive educational program.
- Implement curbside recycling in the cities of Bloomington and Normal.
- Evaluate high potential areas for curbside recycling expansion and the potential for a county-owned recycling processing facility.
- Increase the County tipping fee surcharge at the Sexton Landfill (now Allied) and offer grants to individual municipalities or public interest groups.
- Expansion of the existing drop-off program through an independent contractor or at the County level by the solid waste coordinator.
- Have a drop-off program within an acceptable distance for 75 percent of the county population.
- Identify commercial and industrial operations to be targeted for education and technical assistance. Identify an additional 5 percent of the commercial and industrial waste stream that could be recycled.
- Provide technical assistance to the commercial and industrial sectors in the form of waste audits and educational and promotional materials.
- Shift emphasis to residential recycling if the desired commercial and industrial recycling rate is not achieved.
- Audit construction and demolition industry to determine current recycling and potential for expansion.
- Maintain and monitor land application of municipal sewage sludge for full recycling credit.
- Encourage residential yard waste reapplication and composting through a public education program.



C. Combustion

No specific goals for expanding combustion of municipal solid waste. The addition of small scale commercial and industrial combustion operations would be consistent with the plan, providing required permits are obtained

D. Disposal in Landfills

ISWMP Recommended Implementation Efforts and Schedule

The ISWMP recommends that the landfilling component of the County's system receive immediate attention in order to keep landfilling as a disposal option and as a funding mechanism for the solid waste program. The specific recommendations associated with landfill disposal follow under *Recommended Landfill Disposal Efforts* below.

Recommended Landfill Disposal Efforts

- Landfilling of residual solid waste not recycled, composted, or combusted will continue at the Bloomington Landfill and at landfills outside of the county
- Additional landfill capacity will need to be established beyond the life of the Bloomington site
- The County develop landfill siting criteria to establish low, medium, and high potential siting areas, and select ownership and financing options for additional landfill capacity

	Phase	Activity
1991 (3 months)	1	Develop County criteria and determine ownership
1991 (6 to 12 months)	2	Select and rank sites
1991 (6 to 12 months)	3	Property Negotiations
1992 to 1994	4	Preliminary investigation (24 months) and local approval process
1994 (3 months)	5	Prepare financial planning
1994 (6 months)	6	State approval process
1995 (6 months)	7	Prepare specifications and bid documents
1995 (6 months)	8	Construction
1996	9	Begin operation
1997		American Disposal (now Allied Waste) takes over operation of landfill
2002		Efforts to site a new landfill are no longer actively pursued
2006		Allied permitted to expand Bloomington landfill

II. Current Plan Implementation Efforts



A. Plan implementation

An educational and promotional program to promote source reduction, reuse and recycling was established in 1992. In 1998, the Ecology Action Center (EAC) was contracted to provide promotional and educational services to the McLean County Solid Waste Program. The contract was renewed in 2004 and will be renewed in 2007..

The EAC provides the following services:

- maintain a solid waste information center open 40 hours/week and by appointment for telephone and walk-in information and a specialized library with materials for teachers, businesses and students of all ages about solid waste reduction and other environmental issues;
- write and illustrate instructions to residents on how to recycle;
- EarthSchools hands-on recycling classes all McLean County Schools to promote residential recycling;
- create and present educational displays;
- write and distribute press releases as appropriate;
- develop and distribute public information guides;
- maintain an internet site with recycling information;
- update recycling and reuse information on Earth 911 and other internet sites;
- design and distribute bookmarks and other media to motivate recyclers;
- write and distribute publicity as necessary;
- after school recycling programs;
- recycling programs at the Children's Discovery Museum
- summer recycling programs for day camps;
- 3-R's program for libraries throughout the county summer reading programs;
- coordinate the American Recycles Day in McLean County event and accompanying activities;
- attend festivals to distribute recycling information and provide recycling activities;
- provide a speaker to community groups as requested;
- provide two newsletters per year to McLean County residents;
- provide two newsletters per year to McLean County schools;
- facilitate submission of grant proposals by local businesses and schools and apply for relevant grants for McLean County, such as solid waste planning grants and/or household hazardous waste collection grants;
- offer the McLean County Recycling and Waste Reduction Awards Program, including soliciting entries and judges to evaluate applications, award certificates and recognize winners at meetings and through the media;
- adult classes taught through extension program;
- promote reuse through a local Freecycle™ group including special events.

The Ecology Action Center uses existing social and educational networks including libraries, U of I Extension, McLean County Soil and Water Conservation District, news media, local universities and colleges, educators networks, places of worship and neighborhood associations to promote the recycling and waste reduction.



Plan Implementation (continued)

The following recommendation of the 2002 ISWMP Update have also been implemented:

- Electronics Recycling– The Town of Normal houses a permanent electronic recycling drop-off site which collects working and non-working electronics.
- Children’s Discovery Museum Exhibit- “Oh Rubbish” opened with the Museum in November 2004. The EAC assisted the exhibit team with local recycling information to make the exhibit information accurate and continues programming with the museum.
- Rural Communities Recycle Programs- In response to increasing costs of operating recycling programs in rural areas, the Solid Waste Management Program offers funding assistance to rural municipalities annually to encourage recycling efforts throughout the County. These grants have been available annually.
- The City of Bloomington has held annual tire recycling events to abate mosquito breeding habitat and facilitate the recycling of tires
- The EAC in conjunction with Bloomington and Normal administers a household battery recycling program at Batteries Plus and Interstate Batteries. Funding for battery recycling is obtained through the McLean County Solid Waste Fund.
- Household Hazardous Waste Events/Stormwater Educational Display was obtained by the EAC and is used in school programs offered to all Bloomington and Normal Schools. When not traveling the display is on exhibit at the Ecology Action Center for public education.
- The EAC works with the University of Illinois Extension– McLean County to apply for and host a Household Hazardous Waste Event in McLean County each year. The frequency of these events depends upon the Illinois Environmental Protection Agency.
- Recycling and Reuse of Furniture and Building Materials in older homes– Several privately run programs exist within McLean County to aid in the recycling and reuse of furniture and building materials. The EAC publicizes these program and assists programs upon request.
- The EAC has facilitated McLean County subsidized community-wide composter distribution programs which help to encourage composting and reducing waste.
- McLean County Parks and Recreation Department continues to maintain a composting demonstration site at Comlara Park to promote composting.



B. Recommendations Not Implemented

- Professional multi-media advertising campaigns were not used during the third and fifth year to aggressively promote participation in recycling as the County was already reaching the state goals. The 1997 ISWMP Update altered the implementation strategy to incorporate the logic that as long as the County is reaching ideal recycling rates, the cost of aggressively advertising is not necessary.
- Curbside recycling was implemented in the City of Bloomington, but not in the Town of Normal. A study conducted by Normal in 1998 recommended a municipal drop-off program would have the most favorable ratio of costs to benefits. The Town of Normal currently operates 14 drop-off sites.
- The County did not evaluate nor pursue a County-owned recycling processing facility because more than adequate privately-owned facilities exist in the County and the County had reached a 25 percent recycling rate within three and five years of the ISWMP
- Expansion by the County of the existing drop-off program through an independent contractor was not accomplished due to an already existing drop-off program provided by the city and village municipalities. These programs are supported by the County through Solid Waste Grants each year.
- An additional 5 percent of the commercial and industrial waste stream that could be recycled was not identified due to the voluntary system used to report commercial and industrial waste stream recycling rate, which is done to protect privacy rights of privately-owned businesses. Alternatively, all commercial and industrial businesses were targeted for education and technical assistance in recycling waste streams.
- Due to the difficulty in quantifying commercial and industrial recycling rate, emphasis in recycling and reuse program expansion shifted to residential recycling.
- Waste audits within the construction and demolition industry were not requested. There are many barriers to construction and demolition recycling even for those businesses motivated to expand into recycling service. Newer standards for environmental certification in the building industry may drive future opportunities in this area for construction and demolition companies. The Ecology Action Center is available for assistance and promotion of these services as they become available.
- The ISWMP recommendation of provision for a suitable landfill site in McLean County was revised after the 1997 Integrated Solid Waste Management Plan Five Year Update. In 1997, the landfill "re-opened" and in 2006 the landfill was expanded, so plans for siting a new landfill are no longer actively pursued.

III. Recycling Program Status



- A. Has the program been implemented throughout the County planning area? **YES**
- B. Has a recycling coordinator been designated to administer the program? If yes, when? **YES, the Ecology Action Center has been retained by the County, City of Bloomington and the Town of Normal to administer the Solid Waste Management Program since 1998.**
- C. Does the program provide for separate collection and composting of leaves? **YES**
- D. Does the recycling program provide for public education and notification to foster understanding of and encourage compliance with the program? **YES**
- E. Does the recycling program include provisions for compliance, including incentives and penalties? **NO**
- F. Does the program include provisions for recycling collected materials, identifying markets for at least three materials and promoting the use of products made from recovered or recycled materials among businesses, newspapers and local governments. **YES. Several municipal, for-profit and not-for-profit recycling programs exist in McLean County which provide for the collection, processing and marketing of at least three materials. The Ecology Action Center promotes the use of products made from recycled materials among residents, businesses, schools, and other organizations.**
- G. Provide any other pertinent details on the recycling program. **Recycling is available to all residents of McLean County through curbside and drop-off programs offered by their municipalities. Commercial recycling is also available through several commercial recycling businesses.**

IV. Current Needs Assessment



- A. Municipal waste generated per year: 235,355 tons
 - B. Municipal waste generation rate: 8.1 pounds per capita per day (includes residents, businesses, and other organizations)
 - C. Municipal waste recycled per year: 75,955 tons
 - D. Municipal waste incinerated per year: 0
 - E. Municipal waste landfilled per year: 159,400 tons
- Time period for this information: 2006

I. New Recommendations and Implementation Schedule



The McLean County ISWMP, adopted in 1991, had a goal of achieving the recycling rate of 25%, as required by the Illinois Environmental Protection Agency. Since McLean County has successfully attained a recycling rate of about 30% since 1998, it is recommended that the goal for McLean County be increased to 40% by the end of the next 5 years. This recycling rate will demand a more focused effort on determining the growth areas for recycling in residential, institutional and commercial areas. Industrial recycling is not captured in the municipal recycling rate and therefore cannot be specifically evaluated using this measure. The McLean County Recycling and Waste Reduction programs to increase recycling will be primarily coordinated by the Ecology Action Center in partnership with other local agencies.

Programs to increase recycling rate include:

1) **Develop a program for recycling gardening or nursery plastics.**

In partnership with the U of I Extension Master Gardener Program, local plant nurseries and volunteers, this program would collect used plastic plant containers for recycling. The EAC will plan this program and launch in 2008.

2) **Develop a Compact Fluorescent Light recycling program.**

In partnership with retail stores and professional waste management companies that have experience in compact fluorescent light recycling. The EAC will research this project, locate recycling containers and recycle starting in 2009.

3) **Investigate the possibility of locating a permanent Household Hazardous Waste drop-off facility in McLean County.**

In 2008, the EAC will contact partners to develop a proposal for locating a Household Hazardous Waste Facility in McLean County and decide on the feasibility of locating a facility by 2010.

4) **A community-wide recycling assessment to look for opportunities for recycling expansion.**

The EAC will request assistance from a marketing company or academic class to conduct a community assessment in 2008 or 2009.

5) **Develop an incentive program for recycling for commercial recycling in small businesses.**

The EAC is working with the IWU American Marketing Association to develop a logo and market plan for an incentive program for small businesses. In 2008-2009, this program will be fully developed in partnership with other organizations and agencies and work businesses.

6) **Expand opportunities to recycle in institutions such as hospitals and medical facilities.**

The EAC will research the opportunities for hospitals and medical facilities to initiate recycling programs, perform waste audits and make recommendation to assist in implementing recycling in 2010.

7) **Educate small and rural communities about proper disposal of building material and encourage building reuse through cooperative programs.**

The EAC will create educational materials in 2008 and distribute them to rural communities and contact possible partners such as Habitat for Humanity and the Old House Society to establish an expanded program for building reuse in 2009 and 2010.

Members Gordon/Cavallini moved the County Board approve a Request for Approval of the McLean County, Illinois Integrated Solid Waste Management Plan Five-Year Update, 2007 – Building and Zoning Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the General Report is located on pages 124-134.

TRANSPORTATION COMMITTEE:
Member Dean, Vice-Chairman, presented the following:

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND THE COUNTY OF MCLEAN
FOR IMPROVMENTS AT
WHITE OAK ROAD (C. H. 70) AND DR. MARTIN LUTHER KING JR. DRIVE**

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220\1 *et seq.*, permit and encourage local governments to enter in Intergovernmental Agreements to obtain or share services or to exercise, combine, or transfer powers and functions, and;

WHEREAS, the City of Bloomington, hereinafter called the "City", is a municipal corporation and the County of McLean, hereinafter called "County", is a body corporate and politic, and;

WHEREAS, it is in the best interest of the public health, safety, and welfare that left turn lanes and traffic signals be added at the intersection of White Oak Road (County Highway 70) and Dr. Martin Luther King Jr. Drive as per the Revised Project Development Report approved December 2006, and;

WHEREAS, City and the State of Illinois did enter into an Agreement for Federal Participation for this project in December of 2006, stipulating that the division of cost would be:
90% HES funds not to exceed \$227,000 (to be utilized first)
80% STU funds to be utilized second, and
The remainder to be provided by the Local Agency, and;

WHEREAS, the Illinois Department of Transportation has accepted bid and has awarded the project to Rowe Construction Co., a Division of R. A. Cullinan & sons, Inc. in the amount of \$996,885.12, and;

WHEREAS, the City and County agree that the local share of the cost of construction of the improvements and maintenance of the Traffic Control Signal at the intersection of White Oak Road (County Highway 70) and Dr. Martin Luther King Jr. Drive should be shared equally, and, now:

THEREFORE, be it mutually agreed as follows:

1. The City will bear the cost of the engineering and right-of-way.
2. The County shall reimburse the City for Fifty percent (50%) of the local share of the construction costs as the work progresses. The costs, based on the contract price and the Agreement for Federal Participation are estimated as follows:

HES	STU	City	County
\$227,000.00 (90%)		\$12,611.11 (5%)	\$12,611.11 (5%)
	\$595,730.32 (80%)	\$74,466.29 (10%)	\$74,466.29 (10%)
\$227,000.00	\$595,730.32	\$87,077.40	\$87,077.40

3. It is also mutually agreed to amend "Exhibit A" of the Intergovernmental Agreement for Maintenance of Traffic Control Devices of September 2002, as hereby attached.

APPROVED:

ATTEST:

Stephen F. Stockton
Stephen F. Stockton, Mayor
City of Bloomington

9-25-07
(date)

Tracey Covert, by: Julie Phelan
Tracey Covert
City Clerk
Deputy City Clerk

Matthew Sorensen
Chairman Matthew Sorensen
McLean County Board

10/16/2007
(date)

Peggy Ann Milton
Peggy Ann Milton
McLean County Clerk

Members Dean/Caisley moved the County Board approve a Request for Approval of Intergovernmental Agreement – City of Bloomington and the County of McLean for Improvements at White Oak Road (C.H. 70) and Dr. Martin Luther King Jr. Drive. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Dean stated the General Report could be found on pages 138-153.

PROPERTY COMMITTEE:

Member Bostic, Chairman, stated the Property Committee had no Items for Action and their General Report was on pages 154-163.

FINANCE COMMITTEE:
Member Selzer, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2007
Combined Annual Appropriation and Budget Ordinance
Tort Judgment Fund 0135, Tort Judgment Department 0077
Correctional Health Services Program 0073**

WHEREAS, the McLean County Board, on November 21, 2006, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2007 Fiscal Year beginning January 1, 2007 and ending December 31, 2007; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Tort Judgment Fund 0135, Tort Judgment Department 0077, Correctional Health Services Program 0073; and,

WHEREAS, to date, Correctional Health Services has experienced a significant increase in the number of inmates who required extensive hospitalizations; and,

WHEREAS, to date, Correctional Health Services has exceeded the Non-Employee: Medical Expense line-item appropriation by \$84,668.99; and,

WHEREAS, the County Auditor's Office has advised Correctional Health Services that it is necessary to prepare a Budget Amendment to cover the extraordinary expenses incurred to date and to provide additional budget authority for future expenses to be incurred in the Non-Employee: Medical Expense line-item appropriation; and,

WHEREAS, the Finance Committee, at its regular meeting on Wednesday, October 3, 2007, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the extraordinary expenses incurred to date and to provide additional budget authority for future expenses to be incurred in the Non-Employee: Medical Expense line-item appropriation; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

- That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the General Fund 0001 in the amount of \$135,000.00 as follows:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board			
0001-0001-0001-0400.0000	\$ 0.00	\$135,000.00	\$ 135,000.00

(2)

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, County Board 0001 the following appropriation:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Transfer to Other Funds 0001-0001-0001-0999.0001	\$ 0.00	\$ 135,000.00	\$135,000.00

3. That the County Auditor is directed to add to the appropriated budget of the Tort Judgment Fund 0135, Tort Judgment Department 0077, Correctional Health Services Program 0073 the following appropriations:

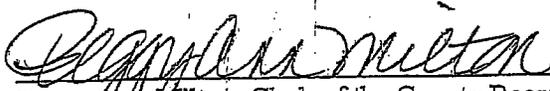
	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Transfer from Other Funds 0135-0077-0073-0450.0011	\$ 197,863.00	\$ 135,000.00	\$332,863.00
Non-Employee: Medical Expense 0135-0077-0073-0757.0001	\$ 134,000.00	\$ 135,000.00	\$ 269,000.00

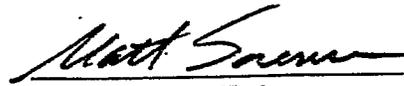
4. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Correctional Health Services.

ADOPTED by the County Board of McLean County this 16th day of October, 2007.

ATTEST:

APPROVED:


 Peggy Ann Milton, Clerk of the County Board,
 McLean County, Illinois


 Matt Sorensen, Chairman
 McLean County Board

Members Selzer/Owens moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance, Tort Judgment Fund 0135, Tort Judgment Department 0077 – Correctional Health Services Program 0073. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer stated the General Report could be found on pages 166-186.

JUSTICE COMMITTEE:
 Member Renner, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2007
 Combined Annual Appropriation and Budget Ordinance
 General Fund 0001, Sheriff's Department 0029

WHEREAS, the McLean County Board, on November 21, 2006, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2007 Fiscal Year beginning January 1, 2007 and ending December 31, 2007; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Sheriff's Department 0029; and,

WHEREAS, to date, the Sheriff's Department has experienced a significant increase in the average daily census in the Adult Detention Facility, which has necessitated sending inmates out of the County to be housed; and,

WHEREAS, to date, the Sheriff's Department has exceeded the Prisoner Housing: Out of County line-item appropriation by \$125,450.00; and,

WHEREAS, the County Auditor's Office has advised the Sheriff's Department that it is necessary to prepare a Budget Amendment to cover the extraordinary expenses incurred to date and to provide additional budget authority for future expenses to be incurred in the Prisoner Housing: Out of County line-item appropriation; and,

WHEREAS, the Justice Committee, at its regular meeting on Tuesday, October 2, 2007, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the extraordinary expenses incurred to date and to provide additional budget authority for future expenses to be incurred in the Prisoner Housing: Out of County line-item appropriation; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the General Fund 0001 in the amount of \$210,450.00 as follows:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board 0001-0001-0001-0400.0000	\$ 0.00	\$210,450.00	\$ 210,450.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Sheriff's Department 0029 the following appropriation:

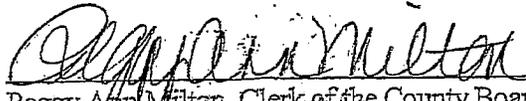
	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Prisoner Housing: Out of County 0001-0029-0031-0766.0001	\$ 60,000.00	\$210,450.00	\$ 270,450.00

3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 16th day of October, 2007.

ATTEST:

APPROVED:


 Peggy Ann Milton, Clerk of the County Board,
 McLean County, Illinois


 Matt Sorensen, Chairman
 McLean County Board

Members Renner/Selzer moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance General Fund 0001 – Sheriff's Department 0029. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the General Report is on pages 189-203.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have nothing to present but would be happy to answer any questions.

OTHER BUSINESS AND COMMUNICATION:

Member Bostic stated the following: I placed an Annual Report from the East Central Illinois Area Agency on Aging at your seat which has valuable information.

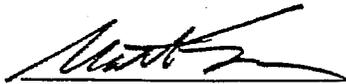
The McLean County Auditor presented the following and recommends it for payment:

MCLEAN COUNTY BOARD COMPOSITE

September 30, 2007

2007 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$394,785.97	\$394,785.97
Finance		\$886,329.25	\$886,329.25
Human Services		\$378,776.45	\$378,776.45
Justice	\$1,062.44	\$1,711,452.06	\$1,712,514.50
Land Use		\$17,163.84	\$17,163.84
Property		\$1,607,101.56	\$1,607,101.56
Transportation		\$1,827,466.89	\$1,827,466.89
Health Board		\$549,974.67	\$549,974.67
Disability Board		\$50,019.50	\$50,019.50
T. B. Board		\$25,635.82	\$25,635.82
Total	\$1,062.44	\$7,448,706.01	\$7,449,768.45


Matt Sorensen, Chairman
McLean County Board

Members Owens/Cavallini the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

The meeting was adjourned until November 20, 2007 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:10 a.m.

Matt Sorensen
County Board Chairman



PeggyAnn Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 16th day of October, 2007, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 13th day of November, 2007.



PeggyAnn Milton
McLean County Clerk